



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 8

1595 Wynkoop Street
DENVER, CO 80202-1129
Phone 800-227-8917
<http://www.epa.gov/region08>

1151626 - R8 SDMS

Ref: 8ENF-L

May 1, 2009

Margo Ramage
Eisenstein Malanchuk, LLP
1048 Potomac Street NW
Washington, DC 20007

RE: Gilt Edge Mine Site
Lawrence County, South Dakota

Dear Ms. Ramage:

Enclosed are copies of additional insurance related documents we found abandoned at the Gilt Edge Site. As more such documents are discovered, I will forward them on to you. Thank you for your assistance in this matter. If you have any questions, please call me at 303-312-6904.

Sincerely,

A handwritten signature in black ink, appearing to read "Andrea Madigan", with a long horizontal flourish extending to the right.

Andrea Madigan
Enforcement Attorney

Enclosures
cc: Stephen Keim, OSRE



Printed on Recycled Paper

ACORD. CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

4/16/96

PRODUCER

Lockton Companies of CO, Inc.
4500 Cherry Creek Drive South
Suite 400
Denver, CO 80222-0099 M4
303-753-2000

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY

A Reliance Insurance Company

COMPANY

B

COMPANY

C

COMPANY

D

INSURED

Dakota Mining Corporation
410 Seventeenth Street, #2450
Denver, CO 80202

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY				GENERAL AGGREGATE \$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS-COMP/OP AGG \$
	<input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR				PERSONAL & ADV INJURY \$
	<input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE \$
					FIRE DAMAGE (Any one fire) \$
					MED EXP (Any one person) \$
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT \$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE \$
	<input type="checkbox"/> HIRED AUTOS				
	<input type="checkbox"/> NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY:
					EACH ACCIDENT \$
					AGGREGATE \$
	EXCESS LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> UMBRELLA FORM				AGGREGATE \$
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS
	<input type="checkbox"/> THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL				EACH ACCIDENT \$
					DISEASE - POLICY LIMIT \$
					DISEASE - EACH EMPLOYEE \$
A	OTHER				
	Pollution Liab (Claims Made)	NTA250959303	1/18/96	1/18/97	\$500,000 Each Loss
		NTD			\$500,000 Total
A	First Party Liab	NTA250951403	1/18/96	1/18/97	Retention-\$50,000

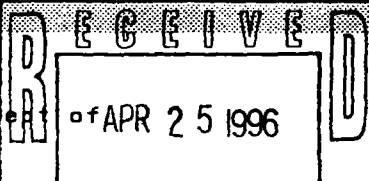
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

Certificate Holder is added as additional insured as respects liability

ACCEPTANCE: April 18, 1996

CERTIFICATE HOLDER

State of S. Dakota, Dept of Nat'l Resources
Attn: Mike Sepak
Joe Foss Bldg, 523 E. Capitol
Pierre, SD 57501-3181 M4



CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

William W. O'Connell

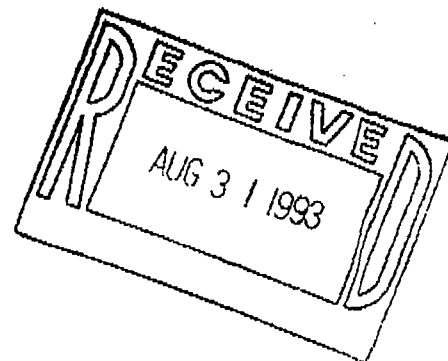
003737000

CDM-74

New 199
old 52
11/24/08

Marsh & McLennan, Incorporated
One Norwest Center
1700 Lincoln Street, Suite 4900
Denver, Colorado 80203-4549
Telephone 303 861 7111

FAX 303 861 8123



August 27, 1993

MARSH &
MCLENNAN

Mr. J.C. Sowers III
MINVEN GOLD CORPORATION
410 Seventeenth Street, Suite 2450
Denver, Colorado 80202

Post-It™ brand fax transmittal memo 7671		# of pages ▶ 2
To <i>ROD</i>	From <i>JC</i>	
Co.	Co.	
Dept.	Phone #	
Fax #	Fax #	

RE: POLLUTION LIABILITY
POLICY NO.: NTD2509514

Dear J.C.:

This letter shall confirm that the above referenced policy has been extended effective September 29, 1993, to expire January 18, 1994. The new limit of liability of \$306,000 is effective September 29, 1993. An endorsement will be issued and forwarded to you upon receipt in our office.

The additional premium for the extension is \$15,200, and an invoice will be forwarded to you directly from ECS.

If there are any questions, please do not hesitate to contact our office.

Sincerely,

Cherice M. Morgan
Client Representative

CMM/ci

Enclosure

cc: Karma Dingman - MMI, Denver

ADDITIONAL CERTIFICATE OF INSURANCE

8/27/93

000000

Marsh & McLennan, Inc.
1700 Lincoln Street
Suite 4900
Denver, Colorado 80203-4549

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY LETTER A Planet Insurance Company

COMPANY LETTER B

COMPANY LETTER C

COMPANY LETTER D

COMPANY LETTER E

COPY

INSURED
BROHM MINING CORPORATION
P. O. Box 485
Deadwood, South Dakota 57732

COVERAGE

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, CONDITIONS AND EXCLUSIONS OF SUCH POLICIES.

TYPE OF COVERAGE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
GENERAL LIABILITY				
<input type="checkbox"/> COMPREHENSIVE FORM				BODILY INJURY OCC. \$
<input type="checkbox"/> PREMISES/OPERATIONS				BODILY INJURY AGG. \$
<input type="checkbox"/> UNDERGROUND EXPLOSION & COLLAPSE HAZARD				PROPERTY DAMAGE OCC. \$
<input type="checkbox"/> PRODUCTS/COMPLETED OPER.				PROPERTY DAMAGE AGG. \$
<input type="checkbox"/> CONTRACTUAL				BI & PD COMBINED OCC. \$
<input type="checkbox"/> INDEPENDENT CONTRACTORS				BI & PD COMBINED AGG. \$
<input type="checkbox"/> BROAD FORM PROPERTY DAMAGE				PERSONAL INJURY AGG. \$
<input type="checkbox"/> PERSONAL INJURY				
ALL OTHER LIABILITY				
<input type="checkbox"/> ALL OWNED VEHICLES (Priv. Pass.)				BODILY INJURY (Per person) \$
<input type="checkbox"/> ALL OWNED VEHICLES (Other Than Priv. Pass.)				BODILY INJURY (Per accident) \$
<input type="checkbox"/> HIRED AUTOS				PROPERTY DAMAGE \$
<input type="checkbox"/> NON-OWNED AUTOS				BODILY INJURY & PROPERTY DAMAGE COMBINED \$
<input type="checkbox"/> GARAGE LIABILITY				
EXCESS LIABILITY				
<input type="checkbox"/> UMBRELLA FORM				EACH OCCURRENCE \$
<input type="checkbox"/> OTHER THAN UMBRELLA FORM				AGGREGATE \$
WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY				
				STATUTORY LIMITS
				EACH ACCIDENT \$
				DISEASE - POLICY LIMIT \$
				DISEASE - EACH EMPLOYEE \$

OTHER FIRST PARTY CLAIMS MADE NTD2509514 9/29/93 1/18/94 \$306,000 Per Claim
POLLUTION CLEANUP Retro Date 9/29/92 \$306,000 Total All Claims
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS \$50,000 SIR

Certificate Holder is named as an additional insured.

CERTIFICATE HOLDER

State of South Dakota
Department of Environment and Natural Resources
523 East Capital
Pierre, South Dakota 57501-3181

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OF LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Cheryl Morgan

New 199
old 52
11/24/08

MINVEN GOLD CORPORATION

August 31, 1993

Mr. Mike Cepak
State of South Dakota Department of
Environment and Natural Resources
523 East Capitol
Pierre, SD 57501-3181

Re: Financial Assurance Bond
Brohm Mining Corporation

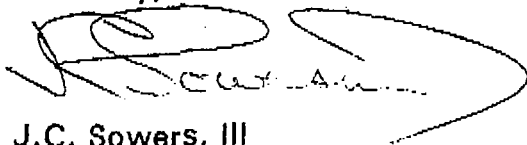
Post-It™ brand fax transmittal memo 7671 # of pages 1	
To ROD	From JC
Co.	Co.
Dept.	Phone #
Fax #	Fax #

Dear Mr. Cepak:

Enclosed is a copy of a certificate of insurance issued by Planet Insurance Company naming DENR as an additional insured for \$306,000 per claim on the "First Party" policy. You should have already received the original certificate in the mail. We asked the insurance company to extend the policy to 1/18/94 to coincide with the expiration of the "Third Party" coverage.

I trust this will fulfill the requirements you had for us in preparation of the September 15, 1993 board meeting. If you need anything else, please contact either myself or Rod MacLeod.

Sincerely,



J.C. Sowers, III
Treasurer

Enc.

cc: Rod MacLeod
Martin Quick

New 1993
01/52
11/24/98

Poor Quality Source Document

The following document
images have been
scanned from the best
available source copy.

To view the actual hard copy,
contact the Region VIII Records
Center at (303) 312-6473.

PLANET INSURANCE COMPANY
MADISON, WISCONSIN

(A Stock Insurance Company Herein Called the Company)

POLLUTION LEGAL LIABILITY

This is a Claims-Made Policy—Please Read Carefully

In consideration of the payment of the premium, in reliance upon the statements in the declarations and application made a part hereof and subject to all the terms of this policy, the Company agrees with the NAMED INSURED as follows:

I. INSURING AGREEMENT

To indemnify the INSURED against LOSS the INSURED has or will become legally obligated to pay as a result of CLAIMS first made against the INSURED and reported to the Company, in writing, during the POLICY PERIOD, or EXTENDED DISCOVERY PERIOD if applicable, for POLLUTION CONDITIONS emanating from the locations designated in Item 5 of the Declarations.

II. DEFINITIONS

- A. INSURED means the NAMED INSURED and any director, officer, partner or employee thereof while acting within the scope of his/her duties as such.
- B. LOSS means:
1. monetary awards or settlements of compensatory damages arising from:
 - a. BODILY INJURY as defined herein, or
 - b. PROPERTY DAMAGE as defined herein, and
 2. costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages.
- C. BODILY INJURY means bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death resulting therefrom caused by POLLUTION CONDITIONS emanating from the locations designated in Item 5 of the Declarations.
- D. PROPERTY DAMAGE means:
1. physical injury to or destruction of tangible property including the resulting loss of use thereof,
 2. clean up costs,
 3. loss of use of tangible property that has not been physically injured or destroyed,
- provided that such physical injury or destruction, clean up costs and/or loss of use are caused by POLLUTION CONDITIONS emanating from locations designated in Item 5 of the Declarations.
- E. POLICY PERIOD means the period set forth in Item 2 of the Declarations, or any shorter period arising as a result of cancellation.
- F. POLLUTION CONDITIONS means the discharge, dispersal, release or escape of smoke, vapors, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, which results in BODILY INJURY or PROPERTY DAMAGE.
- G. NAMED INSURED means the person or entity designated as such in Item 1 of the Declarations.
- H. AUTOMOBILE means a land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any machinery or apparatus attached thereto.
- I. CLAIM means the assertion of a legal right alleging liability or responsibility on the part of the NAMED INSURED arising out of POLLUTION CONDITIONS, and shall include but not necessarily be limited to lawsuits or petitions filed against the NAMED INSURED.

III. TERRITORY

This policy only applies to claims or suits arising from POLLUTION CONDITIONS in the United States, its territories or possessions or Canada and made or brought in the United States, its territories or possessions or in Canada.

IV. EXCLUSIONS

This Insurance does not apply to LOSS:

1. arising from POLLUTION CONDITIONS existing prior to the inception of this policy, if any officer, director, partner or other employee of the NAMED INSURED responsible for environmental affairs, control or compliance knew or could have reasonably foreseen that such POLLUTION CONDITIONS could have been expected to give rise to a claim;
2. from claims or suits seeking non-pecuniary relief;
3. arising from the ownership or operation of any "offshore facility" as defined in the Outer Continental Shelf Lands Act Amendments of 1978 or the Clean Water Act of 1977 as amended in 1978, or any "deepwater port" as defined in the Deepwater Port Act of 1974, as amended, nor shall there be any coverage for liability resulting from emissions of drilling fluid, oil, gas or other fluids from any oil, gas, mineral, water or geothermal well of any nature whatsoever.

4. The Company shall have the right but not the duty to assume the adjustment of any claim or the defense of any suit. In case of the exercise of this right, the INSURED, on demand of the Company, shall promptly reimburse the Company for any element of LOSS falling within the INSURED's retentions. The INSURED shall assist and cooperate with the Company.

VIII. CONDITIONS

1. **INSPECTION AND AUDIT**—The Company shall be permitted but not obligated to inspect, sample and monitor on a continuing basis the INSURED'S property or operations, at any time. Neither the Company's right to make inspections, sample and monitor nor the actual undertaking thereof nor any report thereon shall constitute an undertaking on behalf of the INSURED or others, to determine or warrant that property or operations are safe, healthful or conform to acceptable engineering practice or are in compliance with any law, rule or regulation.
2. **CANCELLATION**—This policy may be cancelled by the NAMED INSURED by surrender thereof to the Company or any of its authorized agents or by mailing to the Company written notice stating when thereafter the cancellation shall be effective. This policy may be cancelled by the Company by mailing to the NAMED INSURED at the address shown in this policy, written notice stating when not less than 30 days (10 days for non-payment of premium) thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the POLICY PERIOD. Delivery of such written notice either by the NAMED INSURED or by the Company shall be equivalent to mailing.
If the NAMED INSURED cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the Company cancels, earned premium shall be computed pro rata. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.
3. **DECLARATIONS**—By acceptance of this policy, the INSURED agrees that the statements in the declarations and application are his agreements and representations, that this policy is issued in reliance upon the truth of such representations and that this policy embodies all agreements existing between himself and the Company or any of its agents relating to this insurance.
4. **ACTION AGAINST COMPANY**—No action shall lie against the Company unless, as a condition precedent to action, there shall have been full compliance with all of the terms of this policy, nor until the amount of the INSURED'S obligation to pay shall have been finally determined either by judgement against the INSURED after actual trial or by written agreement of the INSURED, the claimant and the Company.
Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. No person or organization shall have any right under this policy to join the Company as a party to any action against the INSURED to determine the INSURED'S liability, nor shall the Company be impleaded by the INSURED or his legal representative. Bankruptcy or insolvency of the INSURED or of the INSURED'S estate shall not relieve the Company of any of its obligations hereunder.
5. **ASSIGNMENT**—Assignment of interest under this policy shall not bind the Company until its consent is endorsed thereon.
6. **SUBROGATION**—In the event of any payment under this policy, the Company shall be subrogated to all the INSURED'S rights of recovery therefor against any person or organization and the INSURED shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The INSURED shall do nothing after loss to prejudice such rights.
7. **CHANGES**—Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or estop the Company from asserting any right under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy.
8. **SOLE AGENT**—The INSURED first named in Item 1 of the declarations shall act on behalf of all INSUREDS for the payment or return of premium, receipt and acceptance of any endorsement issued to form a part of this policy, giving and receiving notice of cancellation or non-renewal, and the exercise of the rights provided in the EXTENDED DISCOVERY PERIOD clause.
9. **CHOICE OF LAW**—In the event that the INSURED and the Company dispute the meaning, interpretation or application of any term, condition, definition or provision of this policy resulting in litigation, arbitration or other form of dispute resolution, the INSURED and the Company agree that the law of the State of New York shall apply and that all litigation, arbitration or other form of dispute resolution shall take place in New York. In the event the INSURED and the Company agree to resolve their dispute by arbitration any such arbitration shall be in accordance with the commercial arbitration rules of the American Arbitration Association.
10. **OTHER INSURANCE**—Where other valid and collectable insurance is available to the NAMED INSURED, the LOSSES covered under the terms and conditions of the policy the Company's obligation to the INSURED is as follows:
 - a. This insurance shall apply as excess insurance over any other valid and collectable insurance bearing primary responsibility for the excess.
 - b. Where this insurance is excess over other valid and collectable insurance, the Company will pay only its share of the amount of LOSS, if any, that exceeds the total amount that all such other insurance will pay for the LOSS in the absence of this insurance.

IN WITNESS WHEREOF the Company has caused this policy to be signed by its president and secretary and countersigned on the declarations page by a duly authorized agent of the Company

Linda C. Kohn

John M. [Signature]

ENDORSEMENT #2

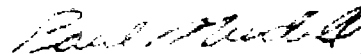
This endorsement, effective 12:01 a.m., January 18, 1993 forms a part of
Policy No. NTA2509593 issued to MINVEN GOLD CORP./BROHM MINING CORP.
by Planet Insurance Company.

It is hereby agreed upon that the following entity will be included as an
Additional Insured, but solely as respects liability arising out of Minven Gold
Corp./Brohm Mining Corp.'s ownership, operation, maintenance or use of the
location covered under this policy.

ADDITIONAL INSURED

State of South Dakota

All other terms and conditions remain the same.



(Authorized Representative)

13. arising out of operations performed by or on behalf of the INSURED or reliance upon a representation of warranty made at any time with respect thereto, but only if the BODILY INJURY or PROPERTY DAMAGE occurs after such operations have been completed or abandoned and occurs away from premises owned, operated or leased to the INSURED. "Operations" include materials, parts or equipment furnished in connection therewith. Operations shall be deemed completed at the earliest of the following times:
- When all operations to be performed by or on behalf of the INSURED under the contract have been completed
 - When all operations to be performed by or on behalf of the INSURED at the site of the operations have been completed, or
 - When the portion of the work out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
14. due to PROPERTY DAMAGE to goods or products manufactured, sold, handled or distributed by the INSURED arising out of such goods or products or any part thereof, or due to PROPERTY DAMAGE to work performed by or on behalf of the INSURED arising out of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith;
15. arising from POLLUTION CONDITIONS based upon or attributable to the INSURED's intentional, willful or deliberate non-compliance with any statute, regulation, ordinance, administrative complaint, notice of violation, notice letter, executive order, or instruction of any governmental agency or body;
16. arising from POLLUTION CONDITIONS based upon or attributable to acid rain conditions;
17. arising from any consequence, whether direct or indirect, of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power, strike, riot or civil commotion.

V. EXTENDED DISCOVERY PERIOD

The provisions of this clause shall only apply if a period of at least 12 months has elapsed from the date set forth in Item 7 of the Declarations when the NAMED INSURED seeks to exercise the option hereunder.

The NAMED INSURED shall be entitled to an extension of this coverage on non-renewal or cancellation of the policy subject to the following terms and conditions:

- Where cancellation or non-renewal is by the Company, the NAMED INSURED shall be entitled to purchase 12 months extension from the date of cancellation or expiration of the policy upon payment of an additional premium of not more than 200% of the premium shown in Item 6 of the Declarations.
- Where cancellation or non-renewal is by the NAMED INSURED, the NAMED INSURED shall be entitled to purchase 12 months extension from the date of cancellation or expiration of the policy upon payment of an additional premium of not more than 200% of the premium shown in Item 6 of the Declarations.

The extension of coverage granted hereunder shall only apply as respects POLLUTION CONDITIONS existing as of or prior to the date of expiration or cancellation of this policy, and otherwise covered by this policy. It is a condition precedent to the operation of the rights granted under this clause that payment of the appropriate premium shall be made not later than ten days after expiration in the case of non-renewal or prior to cancellation in the case of cancellation.

For purposes of this clause the quotation of different terms and conditions by the Company shall not be construed as non-renewal.

VI. LIMIT OF LIABILITY AND RETENTION

This policy is to pay 100% of any LOSS in excess of the retention amount stated in Item 4 of the Declarations. The retention amount is to be borne by the INSURED and is not to be insured. All LOSS arising out of the same or related POLLUTION CONDITIONS at any one location shall be considered a single LOSS, and the limit of liability shown in Item 3 of the Declarations as applicable to "each loss" shall apply.

Subject to the foregoing, the Company's total liability for all LOSSES from claims first made against the INSURED and reported in writing to the Company during the POLICY PERIOD and including the EXTENDED DISCOVERY PERIOD, if applicable, shall not exceed the limit of liability shown in Item 3 of the Declarations as applicable to the "Total for all LOSSES".

VII. CLAIM OR SUIT PROVISIONS

- In the event of a claim or suit, immediate written or oral notice containing particulars sufficient to identify the INSURED and also reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the injured and of available witnesses, shall be given by or for the INSURED to the Company or any of its authorized agents. In the event of oral notice, the INSURED agrees to furnish a written report as soon as possible.
- If claim is made or suit is instituted against the INSURED, the INSURED shall immediately forward to the Company every demand, notice, summons, order or other process received by the INSURED or the INSURED's representative.
- No costs, charges or expenses shall be incurred without the Company's consent which shall not be unreasonably withheld. The Company shall have the right but not the duty to designate legal counsel to associate in the investigation of claims and the defense of suits. The INSURED shall not admit liability or settle any claim or suit without the Company's consent. If the Company recommends a settlement of a claim or suit:
 - for an amount within the retention and the INSURED refuses such settlement, the Company shall not be liable for any LOSS in excess of the retention;
 - for a total amount in excess of the balance of the retention and the INSURED refuses such settlement, the Company's liability for LOSS shall be limited to that portion of the recommended settlement and the costs, charges and expenses as of the INSURED's refusal which exceed the retention and fall within the limit of liability.

4. The Company shall have the right but not the duty to assume the adjustment of any claim or the defense of any suit in case of the exercise of this right, the INSURED, on demand of the Company, shall promptly reimburse the Company for any element of LOSS falling within the INSURED's retentions. The INSURED shall assist and cooperate with the Company.

VIII. CONDITIONS

1. **INSPECTION AND AUDIT**—The Company shall be permitted but not obligated to inspect, sample and monitor on a continuing basis the INSURED'S property or operations, at any time. Neither the Company's right to make inspections, sample and monitor nor the actual undertaking thereof nor any report thereon shall constitute an undertaking on behalf of the INSURED or others, to determine or warrant that property or operations are safe, healthful or conform to acceptable engineering practice or are in compliance with any law, rule or regulation.
2. **CANCELLATION**—This policy may be cancelled by the NAMED INSURED by surrender thereof to the Company or any of its authorized agents or by mailing to the Company written notice stating when thereafter the cancellation shall be effective. This policy may be cancelled by the Company by mailing to the NAMED INSURED at the address shown in this policy, written notice stating when not less than 30 days (10 days for non-payment of premium) thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the POLICY PERIOD. Delivery of such written notice either by the NAMED INSURED or by the Company shall be equivalent to mailing.
If the NAMED INSURED cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the Company cancels, earned premium shall be computed pro rata. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.
3. **DECLARATIONS**—By acceptance of this policy, the INSURED agrees that the statements in the declarations and application are his agreements and representations, that this policy is issued in reliance upon the truth of such representations and that this policy embodies all agreements existing between himself and the Company or any of its agents relating to this insurance.
4. **ACTION AGAINST COMPANY**—No action shall lie against the Company unless, as a condition precedent thereto, there shall have been full compliance with all of the terms of this policy, nor until the amount of the INSURED'S obligation to pay shall have been finally determined either by judgement against the INSURED after actual trial or by written agreement of the INSURED, the claimant and the Company.
Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. No person or organization shall have any right under this policy to join the Company as a party to any action against the INSURED to determine the INSURED'S liability, nor shall the Company be impleaded by the INSURED or his legal representative. Bankruptcy or insolvency of the INSURED or of the INSURED'S estate shall not relieve the Company of any of its obligations hereunder.
5. **ASSIGNMENT**—Assignment of interest under this policy shall not bind the Company until its consent is endorsed thereon.
6. **SUBROGATION**—In the event of any payment under this policy, the Company shall be subrogated to all the INSURED'S rights of recovery therefor against any person or organization and the INSURED shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The INSURED shall do nothing after loss to prejudice such rights.
7. **CHANGES**—Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or estop the Company from asserting any right under the terms of the policy; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy.
8. **SOLE AGENT**—The INSURED first named in Item 1 of the declarations shall act on behalf of all INSUREDS for the payment or return of premium, receipt and acceptance of any endorsement issued to form a part of this policy, giving and receiving notice of cancellation or non-renewal, and the exercise of the rights provided in the EXTENDED DISCOVERY PERIOD clause.
9. **CHOICE OF LAW**—In the event that the INSURED and the Company dispute the meaning, interpretation or application of any term, condition, definition or provision of this policy resulting in litigation, arbitration or other form of dispute resolution, the INSURED and the Company agree that the law of the State of New York shall apply and that all litigation, arbitration or other form of dispute resolution shall take place in New York. In the event the INSURED and the Company agree to resolve their dispute by arbitration any such arbitration shall be in accordance with the commercial arbitration rules of the American Arbitration Association.
10. **OTHER INSURANCE**—Where other valid and collectable insurance is available to the NAMED INSURED, the LOSSES covered under the terms and conditions of the policy the Company's obligation to the INSURED is as follows:
 - a. This insurance shall apply as excess insurance over any other valid and collectable insurance but primary to excess.
 - b. Where this insurance is excess over other valid and collectable insurance, the Company will pay only its share of the amount of LOSS, if any, that exceeds the total amount that all such other insurance will pay for the LOSS in the absence of this insurance.

IN WITNESS WHEREOF the Company has caused this policy to be signed by its president and secretary and countersigned on the declarations page by a duly authorized agent of the Company

Linda C. Kohn

John M. Dwyer

PLANET INSURANCE COMPANY
MADISON, WISCONSIN

NAMED
INSURED MINVEN GOLD CORP./BROHM MINING CORP.
AND P.O. Box 485
POST Deadwood, SD 57732
OFFICE

POLLUTION LEGAL LIABILITY

DECLARATIONS

THIS IS A CLAIMS-MADE POLICY—PLEASE READ CAREFULLY

POLICY NUMBER: NTA2509593

Item 1: NAMED INSURED MINVEN GOLD CORP./BROHM MINING CORP.

ADDRESS P.O. Box 485

Deadwood, SD 57732

Item 2: POLICY PERIOD

FROM January 18, 1993 TO January 18, 1994

12:01 A.M. standard time at the address of the NAMED INSURED shown above.

Item 3: LIMIT OF LIABILITY, up to \$ 286,000 each LOSS

\$ 286,000 Total for all LOSSES

Item 4: RETENTION \$ 50,000 each LOSS

Item 5: COVERED LOCATION(S) Gilt Edge Mine

Deadwood, SD

Item 6: POLICY PREMIUM \$ 10,000

Item 7: EXTENDED DISCOVERY CLAUSE DATE January 18, 1993

Broker: Marsh & McLennan, Inc.
1700 Lincoln Street, Suite 4900
Denver, CO 80203-4549

Paul M. Muller
Authorized Representative at Jan 18, 1993

ENDORSEMENT #1

This endorsement, effective 12:01 a.m., January 18, 1993 forms a part of Policy No. NTA2509593 issued to MINVEN GOLD CORP./BROHM MINING CORP. by Planet Insurance Company.

It is hereby agreed upon that this policy does not apply to LOSS arising out of the following:

- 1) Radioactive Matter Exclusion: the actual, alleged or threatened exposure of person(s) or property to any radioactive matter except where specifically endorsed onto the policy.
- 2) Non-Owned Disposal Site Exclusion: from waste or materials transported via automobile, aircraft, watercraft or rolling stock beyond the boundaries of the covered locations identified in the Declarations.
- 3) Underground Tank and Underground Piping Exclusion: the presence or use of any underground tank or underground piping to or at the covered locations identified in the Declarations.
- 4) Absolute Asbestos Exclusion: the actual, alleged or threatened exposure to person(s) or property to any asbestos matter.
- 5) Superfund Exclusion: locations designated as being either proposed for or on the National Priorities List or on any state "Superfund" list unless specifically scheduled onto the policy by endorsement.

All other terms and conditions remain the same.


(Authorized Representative)

(Room 28
11/24/08)

**NORWEST BANK
SOUTH DAKOTA, N.A.
721 MAIN - P.O. BOX 524
DEADWOOD, SD 57732**

78-57/814

2165

DATE _____

CONTROL NO.

AMOUNT

10-10-88

2165

\$59,622.00

001 1 00

PAY Fifty Nine Thousand, Six hundred and Twenty Two Dollars--00/100

TO THE Coburn Insurance Agency
ORDER P.O. Box 507
OF Deadwood, South Dakota 57732

1.3

1000

0002165 1091400570 05 024619

0005962200

**NORWEST BANK
SOUTH DAKOTA, N.A.
721 MAIN P.O. BOX 526
DEADWOOD, SD 57732**

78-571914

2164

DATE _____

CONTROL NO.

AMOUNT

10-10-88

2164

\$1,071,940.40

PAY One Million, Seventy One Thousand, Nine Hundred and Forty Dollars---40/100

TO THE Blattner Earthwork Contractor
ORDER SDS12-118
OF Minneapolis, Minnesota 55486

345103039 10-2-88 503032737 29

002164 1091400570 05 024619

0107494040

RECORD OF PAYMENT OR
EMPLOYEE PAY STATEMENT

4/30/85 #0154
Renewal Pkg. Policy
#53UUCKC75250

GEI

5/7/85 R.K.S. Insurance 8741.00

8741.00 1005.

NON - NEGOTIABLE

2RM NO. PD-15-BPD

R.K.S. INSURANCE, INC.

1539 VASSER ST., SUITE 201

P. O. BOX 20577

RENO, NEVADA 89515

(702) 329-4022

LACANA GOLD INC.

P. O. Box 11305

Reno, NV 89510

No 0154

DATE	EXPIRATION DATE
4-30-85	3-27-86

COMPANY

The Hartford

20-LA10

EFFECTIVE DATE	POLICY NUMBER	COVERAGE	AMOUNT	PREMIUM
3-27-85	53UUCKC7525	Renewal of package policy		8741.00
RENEWAL OF				

© L

New 150
From 69
11/24/08

CHKN	WHL	APPROVED FOR	PL. MCH
6873.32			
7200.16			6873.32
2300.16			1246.95
6873.32			5626.37

Increase due
to Salary -

R.K.S. INSURANCE, INC.

1539 VASSER ST., SUITE 201

P. O. BOX 20577

RENO, NEVADA 89515

(702) 329-4022

• Lacana Gold Inc.
P.O. Box 11305
Reno, NV 89510

No 036

DATE	EXPIRATION DATE
7/29/85	3/27/86

COMPANY

The Hartford

20-LA10

EFFECTIVE DATE	POLICY NUMBER	COVERAGE	AMOUNT	PREMIUM
3/27/85	53UUCKC7525	Endorsement Adding Gilt Edge		\$251.00
RENEWAL OF				

© L

RECEIVED
LACANA/RENO

AUG 5 1985

CHK'D	APPR'D FOR PAYMENT
DATE PAID	CHEQUE NO.
DISTRIBUTION	AMOUNT
6302.85	251.00

New 1980
From 69
11/24/88